

PENN VALLEY COMMUNITY RODEO ASSOCIATION Inc.
RELEASE OF ALL LIABILITY AGREEMENT

Participant Name: (Please Print) _____
Last First MI

I understand that all aspects of participation in any activity sponsored or allowed by the PENN VALLEY COMMUNITY RODEO ASSOCIATION Inc. ("PVCRA") including, but not limited to, racing, jumping, roping, riding, showing, barrel racing, gymkhana, cattle penning, queen pageant, maintenance, arena preparation or individual use of grounds or arena, (hereinafter collectively the "ACTIVITY"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH**. I further understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. I agree and understand that such risks include, but are not limited to: contact with dangerous animals, trampling, falling, use of equipment and ropes, equipment failure, improper use of equipment, slipping, mistakes by other participants, as well as the physical condition of the above-named PARTICIPANT. I understand that the description of activities and risks listed above are not complete and that this Release of Liability Agreement applies throughout the PARTICIPANT'S presence at the PENN VALLEY RODEO GROUNDS and on any property owned or used by the Penn Valley Community Rodeo Association, whether or not described. All such activities and risks may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. By signing this release, I acknowledge that I recognize that property loss, serious injury and death are all possible while participating in the ACTIVITY. **RECOGNIZING THE RISKS OF THE ACTIVITY, I EXPRESSLY ASSUME ALL RISKS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE**. If I am not willing to accept the terms of this Release of Liability Agreement, then I should not sign this document and should decline the services and equipment offered and should decline participation in the ACTIVITIES.

In consideration for participation in the ACTIVITY by myself or the above-named PARTICIPANT, I hereby **ASSUME ALL RISKS** in any way associated with the ACTIVITY. I hereby **RELEASE** PVCRA and the Penn Valley Fire Protection District, each of their affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, shareholders, and their respective successors in interest, (hereinafter "RELEASED PARTIES") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from participation in the ACTIVITY, **including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE**. I understand that this Release of Liability is binding on me and all PARTICIPANTS and this Release of Liability Agreement applies throughout my presence and the presence of the above-named PARTICIPANT at [NAME OF LOCATION] and on any property utilized by PVCRA, whether or not described herein. I understand that this Release of Liability Agreement is intended to prevent me and all PARTICIPANTS from suing RELEASED PARTIES for any reason and under all circumstances, including, but not limited to, the alleged negligence of RELEASED PARTIES and all other persons. If I am not willing to accept this release, then I should not sign this document and should decline the services and equipment offered.

PVCRA recommends that the PARTICIPANT use a helmet and safety pads while participating in the ACTIVITY. I understand that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head or body, and that the ACTIVITY can expose the user to forces that exceed the limits of protection provided by the helmet and safety pads. I also understand that the helmet and

safety pads cannot guard against injury to the neck, spine or any other part of my body, and that these limitations are INHERENT RISKS of the ACTIVITY. I agree on behalf of myself and the PARTICIPANT to act safely at all times, to comply with the rules and policies of RELEASED PARTY, and to obey all signs and all instructions given in connection with ACTIVITY or by staff. I accept **AS IS** all equipment provided for use by the PARTICIPANT.

I understand that I am responsible for determining PARTICIPANT'S medical, physical or other qualifications or suitability for participating in the ACTIVITY including, but not limited to PARTICIPANT'S level of skill and training. I hereby represent that the PARTICIPANT is in good health and is freely able to participate in the ACTIVITY without known health concerns. I authorize any RELEASED PARTIES and/or their authorized personnel to administer first aid to the PARTICIPANT, as they deem necessary, to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Further, THE UNDERSIGNED **AGREE(S) TO PAY ALL COSTS** associated with such medical care and related transportation provided for the PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTIES for all medical costs and/or expenses incurred therein, or any claims originating therefrom.

I represent that the PARTICIPANT has sufficient ability, skill and physical dexterity to participate in all aspects of the ACTIVITY. Each PARTICIPANT shall exercise due care in all ACTIVITIES. The PARTICIPANTS shall engage in the ACTIVITY only at the designated area in the designated times.

I understand that it is the sole responsibility of the PARTICIPANT to carry full and complete insurance coverage of his/her horse or mule, personal property, and him/herself and/or minor children. I acknowledge that I have been advised to wear protective headgear and hard-soled boots with a heel. I represent and acknowledge that I currently have no ailments, physical or mental conditions or previously known physical or mental conditions that would or could be adversely affected by my participation in the PVCRA. I further represent that my horse or mule is free from contagious or transmittable disease or infection.

In consideration for allowing PARTICIPANT to participate in the ACTIVITY, I **AGREE** that **ANY AND ALL** claims for injury and/or death arising from the PARTICIPANT'S participation in the ACTIVITY shall be **GOVERNED BY CALIFORNIA LAW** and the **EXCLUSIVE JURISDICTION** of any claim shall be in the Superior Court for the State of California, County of Nevada.

I represent that I am at least 18 years of age and otherwise competent to sign this Release of Liability Agreement. This Release of Liability Agreement shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be enforceable as a contract between the parties. This release shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING LEGAL RIGHTS.

Participant's Signature: _____

Date: _____

Parent/guardian: If the Participant is a minor, I verify that I am the parent or legal guardian of the minor, and I have authority to enter into this agreement in order to release liability on behalf of the participating minor.

Parent/Guardian's Name: (Please Print) _____
Last First MI

Parent/guardian's Signature: _____ Date: _____

Parent/guardian's relationship to minor: _____